

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Joseph J. Rogers, Esquire (JJR1185)  
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In Re: Edward L. Small



Order Filed on June 22, 2018 by  
Clerk U.S. Bankruptcy Court  
District of New Jersey

Case Number: 17-12479 JNP

Hearing Date:

Judge: Jerrold N. Poslusny

**AMENDED ORDER GRANTING APPLICATION TO AUTHORIZE LOAN MODIFICATION  
AND FOR OTHER RELIEF**

The relief set forth on the following page two (2) is hereby **ORDERED**.

**DATED: June 22, 2018**

A handwritten signature in black ink, appearing to read "J. Poslusny", written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.  
United States Bankruptcy Court

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Debtor(s): Edward L. Small

Case No.: 17-12479 JNP

Caption of Order: AMENDED ORDER GRANTING APPLICATION TO AUTHORIZE LOAN

MODIFICATION

1. That Edward L. Small is hereby authorized to enter into and consummate a loan modification with Midland Mortgage -A division of Midfirst Bank pursuant to the terms and conditions of the annexed loan modification agreement, relating to real property located at 7 Foxwood Court, Sicklerville, NJ 08081.
2. That Edward L. Small and/or Midland Mortgage -A division of Midfirst Bank are authorized to enter and consummate any transaction necessary and incident to the modification of the loan relating to this property, the sole exception being the transfer of the property or an interest in the property by the Debtor to someone else.
  - a. Limited Stay Relief is Granted to allow Midland Mortgage -A division of Midfirst Bank to negotiate any such agreement with Edward L. Small or counsel, enter into and sign a loan modification agreement, and record any documents with the appropriate Records office.
3. That Edward L. Small and/or Midland Mortgage -A division of Midfirst Bank are authorized to negotiate and prepare the terms or documents relating to a loan modification, or any necessary transaction incident to a loan modification agreement, such as, but not limited to the circumstances described above, with respect to this property and any such negotiation and/or preparation of documents and/or recording of documents, by the parties shall not be considered to be a violation of the automatic stay and are specifically authorized by the Court.
4. Midland Mortgage -A division of Midfirst Bank shall amend its Proof of Claim to \$0 or the amount paid to date within 30 days of the date of this Order;
5. Edward L. Small shall be excused from filing an amended Schedule J and modified plan as his confirmed plan already proposes to pay 100% to all unsecured creditors and anticipated mortgage arrears to be paid by way of loan modification.